

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

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Department of Industrial Relations

MASTER LABOR AGREEMENT

JAN 26 2005

Div. of Labor Statistics & Research
Chief's Office

between

RODNEY A. HAMILTON, INC.

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

This Agreement entered into this 1st day of October, 2004, by and between RODNEY A. HAMILTON, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Employer, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Employer further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

Section 3. Arbitrator's Fees. In order to encourage the settlement of grievances in the early steps of the grievance procedure, and in order to discourage frivolous or improper use of the arbitration process, the fees and expenses of the arbitration shall be paid by the losing party. If there is any question as to who the losing party is, or if the case is referred back to the parties without decision, or if there are decisions against more than one of the parties of the arbitration, the arbitrator is authorized and requested to determine who shall pay the fees and may, in such case, order a sharing of such fees. In such event, the decision of the arbitrator on this issue shall be final and binding.

Section 4. The time limits for either party to appeal a grievance to the next step shall be five (5) working days. The parties shall hold Step Two and Step Three meetings within ten (10) working days of receipt of the written appeal. The parties may extend the above time limits by mutual agreement.

ARTICLE VI

Holidays, Payment of Wages, Meal Periods

A. Holidays:

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when plant life or property is in imminent danger.

B. Payment of Wages:

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular

C. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

D. Special Shifts:

1. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M., may be established by the Contractor for the field lubrication or repair of equipment. Employees on this shift shall receive eight (8) hours' pay for seven (7) hours' worked, and the Heavy Duty Repairman, Heavy Duty Repairman Helper and/or Greaser, shall receive a premium of ten cents (10¢) per hour when working this shift. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

2. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift, due to safety conditions or other requirements, an employee shall work seven (7) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Any employee working or paid for a total number of hours in excess of seven (7), during the twenty-four (24) hour period, shall receive the appropriate overtime rate for all hours worked or paid in excess of seven (7) hours.

E. Holidays:

1. In addition to the holidays defined in this Agreement, Article VI, Paragraph A, the following shall be observed:

a. The first Saturday, following the first Friday in the months of June and December, each year.

b. No work shall be performed on Labor Day or on the first Saturday following the first Friday in the months of June and

December of each year, except when life or property is in imminent danger.

F. Additional Pay for Holidays:

1. Work performed on the above holidays and the holidays in Article VI, Paragraph A of this Agreement shall be paid for at the triple (3) rate of pay. When prior notification to the Union is provided and confirmed in writing, double (2) time shall apply for all hours worked or paid on New Year's Day, Memorial Day, Independence Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If prior notification is not made, except under circumstances where life or property is in imminent danger, the foregoing holidays shall be at the triple (3) time rate of pay.

2. As an exception to this overtime provision, upon prior notification to the Union, employees performing work on a Dewatering Operation shall be paid at the rate of double (2) time for work performed on Sunday and holidays. On the first Saturday, following the first Friday in the months of June and December of each year, when a permit is obtained from the Union to work because life or property is in imminent danger, time worked shall be at the double (2) time rate. Any time worked on these Saturdays, without a permit, shall be at the triple (3) time rate of pay. All time worked or paid shall be subject to contributions to all Trust Funds contained in this Agreement.

G. Reporting Time and Minimum Pay:

1. The employee will furnish the Employer with his current address and phone number. Any employee reporting for work at the regular starting time, and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless: (1) he has been notified before the end of his last preceding shift not to report or, (2) the Employer has notified the employee, prior to leaving home, not to report. Any employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one day, shall receive not less than eight (8) hours' pay, except, however, if after four (4) hours, the project, or portion thereof, is shut down, the employee or employees, affected by such shut down, shall receive pay for the actual hours worked. The Employer will attempt to keep as many